

DEED OF CONSERVATION EASEMENT

This deed is made this _____ day of _____, 200__, by and between Mark and Emmy Urban, Grantor, and the City of Gahanna, Grantee.

WHEREAS, Section 5301-68 of the Ohio Revised Code authorizes the City Council of the City of Gahanna, by purchase, lease or otherwise, such real and personal property rights or privileges in the name of the City of Gahanna as are necessary for the purpose of the City or any Department therein; and

WHEREAS, said Grantor are the owners in fee of certain real property, hereinafter described, situated in Franklin County, Ohio, which the City Council of Gahanna has determined to be of importance to the aesthetics of the community and 533 E. Johnstown Road.

NOW, THEREFORE, and in exchange for fees and charges associated with providing city water to 533 E. Johnstown Road the Grantor does hereby grant and convey, in perpetuity, unto the City of Gahanna and its assigns an estate, interest and conservation easement in said real property of the Grantor of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon said real property of the Grantor, which estate, interest, easement and servitude will result from the covenants and restrictions set out below and hereby imposed upon the use of said property of said Grantor, and to that end and for the purpose of accomplishing the intent of the parties hereunto, said Grantor covenant upon himself, his heirs, successors, and assigns, with the City of Gahanna and its assigns to do and refrain from doing, severally and collectively, upon the Grantor's said property, the various acts hereinafter mentioned, it being hereby agreed and expressed that the doing and the refraining from said acts, and each thereof, upon said property is and will be for the benefit of the City of Gahanna, and its assigns, whose lands are adjacent to or in the vicinity of the lands of the Grantor described below.

The restrictions hereby imposed upon the use of said property of Grantor, and the acts which said Grantor so covenant to do and refrain from doing upon their said property in connection therewith are and shall be as follows:

1. The easement property herein described shall be kept in its natural state. As herein used, the term "natural state" is intended to mean that no buildings, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the easement property, unless otherwise expressly provided hereunder.
2. There shall be on or in the easement property no fillings, excavating, removal of top soil, sand, gravel, rock, minerals, or other materials nor any building of roads or change in the topography of the land in any manner, other than that caused by the forces of nature or as reserved hereafter.

EXHIBIT A

3. There shall be no spraying with herbicides or pesticides.
4. No power transmission lines may be erected, nor any interests in the easement property shall be granted for this purpose. It is the intent of this provision to grant to the City of Gahanna, such an interest in said easement property as is sufficient to prohibit the exercise of the power of eminent domain by public utility companies and any other body or person. The Grantor reserves the right and easement on the real property to maintain and repair existing telephone, electric, water, wells, or other utility lines or mains needed to provide for the needs of the Grantor, his successors or assigns. The area needed to repair said facility shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantor and Grantee. Upon completion, the area shall be restored to its previous state or as near as practical.
5. No trees, ground cover, or other vegetation shall be removed except as reserved hereafter.
6. The lands shall at all times be kept free of garbage, trash, and machinery; and no other unsightly material shall be allowed to accumulate or be stored thereupon, except Grantor shall have no duty to remove garbage, trash, etc. unlawfully deposited on the premises by persons acting without the Grantor's consent.
7. Each and every other activity or construction which might endanger the natural or scenic state of the easement property is forbidden.
8. The City of Gahanna reserves the right to periodically inspect said property for violations of the easement property, and if upon sixty (60) days advance written notice the Grantor has not eliminated said violations, the City of Gahanna may remove or eliminate, at the expense of the landowner, any violation by Grantor of the easement. The City Council of the City of Gahanna or their authorized representative may enter upon said lands for the purpose of inspection.
9. The City of Gahanna reserves the right to post or clearly mark the boundaries of said easement in compliance with City Code Ordinances.

The Conservation Easement granted hereunder and the covenants heretofore made are subject to the following rights of the Grantor which are expressly reserved hereunder.

1. Except as expressly limited herein, the Grantor reserves for himself, his heirs and assigns, all rights as owner of the easement property, including the right to use the easement property for all purposes not inconsistent with this easement.

2. The Grantor reserves the right but has no duty to remove for safety purposes and for personal use as firewood, fallen logs or dead trees.
3. The Grantor reserves the right to remodel or add addition/s to the home, consistent with single-family zoning.

The lands of the Grantor, herein referred to and to which the provisions of this instrument apply, are situated in the Township of Mifflin, County of Franklin, the State of Ohio, and are more particularly described as follows:

TO HAVE AND TO HOLD unto the State of Ohio and its assigns forever. The covenants agreed to and the restrictions imposed, as aforesaid, shall be binding upon the Grantor, his heirs, successors, and assigns, and each of them, and shall constitute a servitude upon the above described lands and said Grantor does COVENANT and WARRANT that the title to the land above described is CLEAR, FREE, and UNENCUMBERED, and that they will DEFEND the same against all lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set hand on this day and year first above written, and _____ does release expectancy of dower in said easement conveyed herein.

Signed and acknowledged
In the presence of:

GRANTOR

STATE OF OHIO
FRANKLIN COUNTY, SS

Before me, a Notary Public in and for said county and state, personally appeared the above-named Grantor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In testimony whereof, I hereunto set my hand and official seal at Gahanna, Ohio,
this _____ day of _____, 200__.

Notary Public
My Commission expires: _____

0 RD - 0092

CITY OF GAHANNA, OHIO
REQUEST FOR COUNCIL ACTION

Subject and Purpose: (Attach additional information)

Request for funding to purchase easement from Mr. & Mrs. Mark Urban, 533 E. Johnstown Road, for the purpose of maintaining the residential character of the area as outlined in the Heartland Plan.

Requested: James F. McGregor Date: 04-11-01

Waiver? Emergency?

Funding: (Include Account No. and Name)

Amount: \$7110 From: UNAPPROPRIATED BAL OF CAPITAL / IMP. FUND
 To: 325,122,553/ LAND PURCHASE

\$ _____ From: _____
 To: _____

\$ _____ From: _____
 To: _____

\$ _____ From: _____
 To: _____

If already appropriated:

To: _____

Approved: *James F. McGregor* Date: 4/11/01
Director of Finance

Clerk of Council is hereby requested to place the above on Council Agenda for First Reading, Consent/Agenda, next regular meeting; Second Reading, Consent/Agenda, following meeting:

Approved: _____ Date: _____
Committee Chairman

Memo

To: Council
From: James F. McGregor *Jim*
Mayor
Date: March 21, 2001
Re: Mark & Emmy Urban – 533 E. Johnstown Road

Mr. & Mrs. Mark Urban live at 533 E. Johnstown Road. This is one of the older properties that is still on a well for water. Mr. & Mrs. Urban own one of the large lots and the water tap-in fees are expensive (\$7,110). The Urbans would like to tap the City system but because of the expense have asked if there are other alternatives.

The Heartland Plan adopted by Council encourages the preservation of the single-family residential character of this area. Our plans are well thought out and our zoning should hold, regardless of legal challenges. Nevertheless, it seems prudent for us to look for ways to reinforce the zoning. One method is through conservation easements. A conservation easement will preserve property forever as single-family residential. The Urbans would be giving up to the City all rights to any other type of development. A Deed of Conservation Easement is attached. We have used this methodology on Ridenour Road for Mr. & Mrs. John Hare. The Hares have since passed on. A remodeling company purchased their home and have thoroughly reworked this single-family home. It will continue to be a wonderful residence. We did not face any proposed rezoning with the passing of the Hares; perhaps, the Conservation Easement had much to do with that.

As you can see from the correspondence, the Urbans are willing to sell us a Conservation Easement on their property for the \$7,110 front footage tap-in fees. The Administration feels this is a prudent purchase that both helps a family in an older section of our City to hook up to water and also protects the single-family character of the Heartland.

Thanks so much for your kind consideration of this matter.

JFM/psf

Mark & Emmy Urban
533 East Johnstown Road
Gahanna, OH 43230

January 23, 2001

RECEIVED JAN 30

City of Gahanna
200 South Hamilton Road
Gahanna, OH 43230-2996

Attn: Mr. James F. McGregor-Mayor

Dear Mayor McGregor:

We appreciate your response to the easement, in which we are interested. The concerns that we have are will the easement prevent me from doing necessary repairs and or improvements that need to be accomplished in the future. Several repairs that need to take place are driveways (badly damaged from poor drainage) and two culverts (that are collapsing) at the entrance of the property. Also the septic system is approximately 50 years old and may need repair or replacement in the future.

Therefore, we would like you to forward the option regarding water (conversation easement) to the council for their approval. If you feel, the above concerns are feasible.

Thank you for your effort and time in the matter above. It is greatly appreciated.

Yours truly,



Mark & Emmy Urban

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WHEREAS, said Grantor are the owners in fee of certain real property, hereinafter described, situated in Franklin County, Ohio, which the City Council of Gahanna has determined to be of importance to the aesthetics of the community and 533 E. Johnstown Road.

NOW, THEREFORE, and in exchange for fees and charges associated with providing city water to 533 E. Johnstown Road the Grantor does hereby grant and convey, in perpetuity, unto the City of Gahanna and its assigns an estate, interest and conservation easement in said real property of the Grantor of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon said real property of the Grantor, which estate, interest, easement and servitude will result from the covenants and restrictions set out below and hereby imposed upon the use of said property of said Grantor, and to that end and for the purpose of accomplishing the intent of the parties hereunto, said Grantor covenant upon himself, his heirs, successors, and assigns, with the City of Gahanna and its assigns to do and refrain from doing, severally and collectively, upon the Grantor's said property, the various acts hereinafter mentioned, it being hereby agreed and expressed that the doing and the refraining from said acts, and each thereof, upon said property is and will be for the benefit of the City of Gahanna, and its assigns, whose lands are adjacent to or in the vicinity of the lands of the Grantor described below.

The restrictions hereby imposed upon the use of said property of Grantor, and the acts which said Grantor so covenant to do and refrain from doing upon their said property in connection therewith are and shall be as follows:

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2. There shall be on or in the easement property no fillings, excavating, removal of top soil, sand, gravel, rock, minerals, or other materials nor any building of roads or change in the topography of the land in any manner, other than that caused by the forces of nature or as reserved hereafter.

3. There shall be no spraying with herbicides or pesticides.
4. No power transmission lines may be erected, nor any interests in the easement property shall be granted for this purpose. It is the intent of this provision to grant to the City of Gahanna, such an interest in said easement property as is sufficient to prohibit the exercise of the power of eminent domain by public utility companies and any other body or person. The Grantor reserves the right and easement on the real property to maintain and repair existing telephone, electric, water, wells, or other utility lines or mains needed to provide for the needs of the Grantor, his successors or assigns. The area needed to repair said facility shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantor and Grantee. Upon completion, the area shall be restored to its previous state or as near as practical.
5. No trees, ground cover, or other vegetation shall be removed except as reserved hereafter.
6. The lands shall at all times be kept free of garbage, trash, and machinery; and no other unsightly material shall be allowed to accumulate or be stored thereupon, except Grantor shall have no duty to remove garbage, trash, etc. unlawfully deposited on the premises by persons acting without the Grantor's consent.
7. Each and every other activity or construction which might endanger the natural or scenic state of the easement property is forbidden.
8. The City of Gahanna reserves the right to periodically inspect said property for violations of the easement property, and if upon sixty (60) days advance written notice the Grantor has not eliminated said violations, the City of Gahanna may remove or eliminate, at the expense of the landowner, any violation by Grantor of the easement. The City Council of the City of Gahanna or their authorized representative may enter upon said lands for the purpose of inspection.
9. The City of Gahanna reserves the right to post or clearly mark the boundaries of said easement in compliance with City Code Ordinances.

The Conservation Easement granted hereunder and the covenants heretofore made are subject to the following rights of the Grantor which are expressly reserved hereunder.

1. Except as expressly limited herein, the Grantor reserves for himself, his heirs and assigns, all rights as owner of the easement property, including the right to use the easement property for all purposes not inconsistent with this easement.

2. The Grantor reserves the right but has no duty to remove for safety purposes and for personal use as firewood, fallen logs or dead trees.

The lands of the Grantor, herein referred to and to which the provisions of this instrument apply, are situated in the Township of Mifflin, County of Franklin, the State of Ohio, and are more particularly described as follows:

TO HAVE AND TO HOLD unto the State of Ohio and its assigns forever. The covenants agreed to and the restrictions imposed, as aforesaid, shall be binding upon the Grantor, his heirs, successors, and assigns, and each of them, and shall constitute a servitude upon the above described lands and said Grantor does COVENANT and WARRANT that the title to the land above described is CLEAR, FREE, and UNENCUMBERED, and that they will DEFEND the same against all lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set hand on this day and year first above written, and _____ does release expectancy of dower in said easement conveyed herein.

Signed and acknowledged
In the presence of:

GRANTOR

STATE OF OHIO
FRANKLIN COUNTY, SS

Before me, a Notary Public in and for said county and state, personally appeared the above-named Grantor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In testimony whereof, I hereunto set my hand and official seal at Gahanna, Ohio,
this _____ day of _____, 200__.

Notary Public
My Commission expires: _____



Joseph W. Testa
Franklin County Auditor

GEOGRAPHIC INFORMATION SYSTEM

New GIS Search Auditor Home Page New Parcel Search Real Estate Information

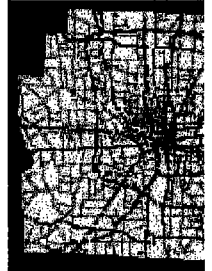
025-001980
URBAN MARK W
533 JOHNSTOWN

Click for instructions

Click for parcel info



County Location



- Streets & Roads
- Drives & Parking
- Buildings
- Rivers & Stream
- Railroads
- Utilities
- Recreation Area
- Boundary Lines
- Parcel Lines
- Parcel Text
- Subdivision Line
- Condominium Tr
- Flood Plain Data
- Topography
- Parcel Label
- Parcel Number



Map Size: 816' x 600'

CLICK ON MAP TO PERFORM OPERATION

Full Parcel

+ Zoom In

Fixed Size

Update Image

- Zoom Out

Size

Date Stamp: Thu Mar 22 13:53:36 2001

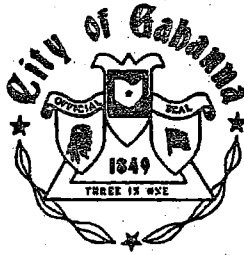
PARCEL INFORMATION FOR 025-001980

Owner Name	URBAN MARK W URBAN EMMY W	Transfer Date	11/02/1999
		Price	\$124,900
		Year Built	1940
Site Address	533 JOHNSTOWN RD	Auditor's Map	O057HH 024.00
Mail Address	FIRST AMERICAN RE/FARETS TX SERV/BILL PROCESSING 8435 STEMMONS FRWY DALLAS TX 75247	Neighborhood	52.04
		School Code	2506
		Annual Taxes	\$2,034.52
Tax District	CITY OF GAHANNA-GAHANNA JEFFERSON CSD		
Description	533 E JOHNSTOWN RD R17 T1 1/4T1 0.924 ACRE		
Auditor's Appraised Values		Assessed Acreage	0.92
Land	\$26,300	Landuse	511 - Other Residential
Building	\$77,800	Cauv	\$0
Total	\$104,100	Homestead	
Exempt Land	\$0	Property Class	R
Exempt Building	\$0	Number of Cards	1
Exempt Total	\$0	Flood Plain	N
Building information			
Grade	C 00	Rooms	6
Baths	1	Half Baths	0
Bedrooms	3	Storys	1.0
Fireplaces	1	Air Cond	1
		Area	1473.0
		Property Type	2
		Height	1
		Wall Code	1

DISCLAIMER

This map is prepared for the real property inventory within this county. It is compiled from recorded deeds, survey plats, and other public records and data. Users of this map are notified that the public primary information source should be consulted for verification of the information contained on this map. The county and the mapping companies assume no legal responsibilities for the information contained on this map. Please notify the Franklin County GIS Division of any discrepancies.

200 SOUTH HAMILTON ROAD
GAHANNA, OHIO 43230-2996



(614) 471-6009 • Fax (614) 337-4381
Web site: www.gahanna.org

December 27, 2000

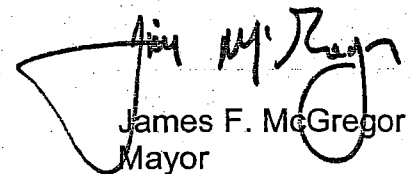
Mrs. Emmy Urban
533 Johnstown Road
Gahanna, OH 43230

Dear Mrs. Urban:

Thanks so much for your patience as you consider your options regarding water. The easement we forwarded to you is standard language used across the State. Consequently, it cannot be changed or modified. Should you be interested in the standard document language, please let us know and we will forward it on to Council. If the elements of the easement are too burdensome, we certainly understand.

Thanks so much.

Sincerely,



James F. McGregor
Mayor

JFM/psf

200 SOUTH HAMILTON ROAD
GAHANNA, OHIO 43230-2996



(614) 471-6009 Fax (614) 337-4381
Web Site: www.gahanna.org

October 4, 2000

Ms. Emmy Urban
533 Johnstown Road
Gahanna, OH 43230

Dear Ms. Urban:

Mayor McGregor asked me to forward this "Deed of Conservation Easement" to you. This is the one he referred to that we did for John Hare several years ago. As he mentioned in his earlier letter, the decision is up to City Council. If you are interested after reading the enclosed, please let us know and we will forward it to Council for their consideration.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Pat Froman".

Pat Froman
Office Manager

enc.

DEED OF CONSERVATION EASEMENT

This Deed is made this _____ day of _____, 199 , by and between John L. Hare, Grantor, and the City of Gahanna, Grantee.

WHEREAS, Section 5301.68 of the Ohio Revised Code authorizes the City Council of the City of Gahanna, by purchase, lease or otherwise, such real and personal property rights or privileges in the name of the City of Gahanna as are necessary for the purpose of the City or any Department therein; and

WHEREAS, said Grantor are the owners in fee of certain real property, hereinafter described, situated in Franklin County, Ohio, which the City Council of Gahanna has determined to be of importance to the aesthetics of the community and Olde Ridenour Road.

NOW, THEREFORE, and in exchange for fees and charges associated with providing city water, to 3670 Ridenour Road the Grantor does hereby grant and convey, in perpetuity, unto the City of Gahanna and its assigns an estate, interest and conservation easement in said real property of the Grantor of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon said real property of the Grantor, which estate, interest, easement and servitude will result from the covenants and restrictions set out below and hereby imposed upon the use of said property of said Grantor, and to that end and for the purpose of accomplishing the intent of the parties hereunto, said Grantor covenant upon himself, his heirs, successors, and assigns, with the City of Gahanna and its assigns to do and refrain from doing, severally and collectively, upon the Grantor's said property, the various acts hereinafter mentioned, it being hereby agreed and expressed that the doing and the refraining from said acts, and each thereof, upon said property is and will be for the benefit of the City of Gahanna, and its assigns, whose lands are adjacent to or in the vicinity of the lands of the Grantor described below.

The restrictions hereby imposed upon the use of said property of Grantor, and the acts which said Grantor so covenant to do and refrain from doing upon their said property in connection therewith are and shall be as follows:

1. The easement property herein described shall be kept in its natural state. As herein used, the term "natural state" is intended to mean that no buildings, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the easement property, unless otherwise expressly provided hereunder.

EXHIBIT A

2. There shall be on or in the easement property no fillings, excavating, removal of top soil, sand, gravel, rock, minerals, or other materials nor any building of roads or change in the topography of the land in any manner, other than that caused by the forces of nature or as reserved hereafter.

~~X~~ There shall be no spraying with herbicides or pesticides.

④ No power transmission lines may be erected, nor any interests in the easement property shall be granted for this purpose. It is the intent of this provision to grant to the City of Gahanna, such an interest in said easement property as is sufficient to prohibit the exercise of the power of eminent domain by public utility companies and any other body or person. The Grantor reserves the right and easement on the real property to maintain and repair existing telephone, electric, water, wells, or other utility lines or mains needed to provide for the needs of the Grantor, his successors or assigns. The area needed to repair said facility shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantor and Grantee. Upon completion, the area shall be restored to its previous state or as near as practical.

~~X~~ No trees, ground cover, or other vegetation shall be removed except as reserved hereafter.

⑥ The lands shall at all times be kept free of garbage, trash, and machinery; and no other unsightly material shall be allowed to accumulate or be stored thereupon, except Grantor shall have no duty to remove garbage, trash, etc. unlawfully deposited on the premises by persons acting without the Grantor's consent.

~~X~~ Each and every other activity or construction which might endanger the natural or scenic state of the easement property is forbidden.

⑧ The City of Gahanna reserves the right to periodically inspect said property for violations of the easement property, and if upon sixty (60) days advance written notice the Grantor has not eliminated said violations, the City of Gahanna may remove or eliminate, at the expense of the landowner, any violation by Grantor of the easement. The City Council of the City of Gahanna or their authorized representative may enter upon said lands for the purpose of inspection.

Engr.

As amended 4/7/92.

ORDINANCE NO. 63-92.

PAGE 1 OF 8 PAGES.

PASSED: 4/7/92

EFFECTIVE: 4/10/92

TO AUTHORIZE THE MAYOR TO ENTER INTO DEED OF CONSERVATION EASEMENT FOR PROPERTY ALONG 3670 RIDENOUR ROAD; TO WAIVE TAP IN FEES AND ACCOMPANYING CHARGES FOR CITY WATER TO 3670 RIDENOUR AS COMPENSATION THEREFOR; AND TO DECLARE AN EMERGENCY

WHEREAS, John Hare, a resident of Ridenour Road, owns a long frontage along Ridenour Road and the Big Walnut Creek floodway and this frontage is non-buildable; and

WHEREAS, the owner wishes to obtain City utilities, and has offered to exchange a scenic easement of this frontage in return for tap-in fees; and

WHEREAS, said fees will amount to approximately \$9,565;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GAHANNA, STATE OF OHIO:

Section 1. The Mayor is hereby authorized to enter into Deed of Conservation Easement with the owner/s/ of 3670 Ridenour Road, said document attached to this ordinance as EXHIBIT A, and made a part herein.

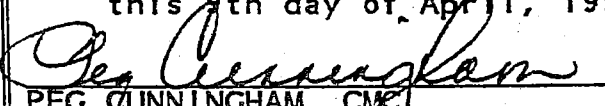
Section 2. This Council hereby waives tap-in fees and accompanying charges for 3670 Ridenour Road as compensation for this Deed of Conservation Easement.

Section 3. That, for the reasons set forth in the preamble hereinabove, this ordinance is declared emergency legislation and shall be in full force and effect immediately upon passage by this Council and approval by the Mayor.

CERTIFIED as passed, this 7th day of April, 1992.


MAURICE BITTNER
President of Council

ATTESTED TO AND PRESENTED TO the Mayor,
this 9th day of April, 1992:


PEG CUNNINGHAM, CMC
Clerk of Council

APPROVED by the Mayor, this 10th day of April, 1992.


JAMES F. MCGREGOR, Mayor

Attachment - EXHIBIT A.
Requested: Service and Public Affairs committee of Council.
Form Approved: City Attorney.
Prepared: Clerk of Council.



CITY OF GAHANNA
SOUTH HAMILTON ROAD
GAHANNA OHIO 43230

MEMORANDUM

TO: Wayne C. Murphy
Director of Public Service

FROM: James F. McGregor *JFM*
Mayor

DATE: November 13, 1991

John Hare, a resident of Ridenour Road, owns a long frontage along Ridenour Road and the Big Walnut Creek floodway. This frontage is unbuildable. Our tap-in fees are, to some degree, based upon frontage and this makes Mr. Hare's fees exorbitant. Mr. Hare may be willing to give us a scenic easement or some similar device on the property for the price of the tap-in fees. Could you contact Steve Goodwin, Administrator of ODNR's Division of Natural Areas and Preserves. Steve will have an example of scenic easement deeds and other necessary legal tools to implement this suggestion. Then perhaps Megan could meet with Tom Weber and Mr. Hare to see what is possible. If all of this can be worked out, we can then go to Council for consideration of a transfer from the General Fund to the Water Fund for that amount.

Thanks so much for carrying the ball on this, Wayne.

JFM/psf

cc: J. Hare
R. Mitchell, Director of Parks & Recreation

TAPPING CHARGE	700.00
PERMIT/INSP. FEE	20.00
SYSTEM CAPACITY	750.00
METER	100.00
FRONT FOOTAGE	
15.00/FRONT FT.	
APPROX. 533 FT.	<u>7,995.00</u>

+ wife
JOHN L. HARE.
3676 RIDENOUR
471-2264

\$ 9,565.00 APPROX. TOTAL COST
FOR 3/4" LINE

Service District

50
ST
E

...4407
Mary Caprice
Quinn
2-17-87
8.108 Ac.
...4402
W. Quastreich
D-11-84
2-17-87
9.09 Ac.

CHRISTOPHER M. ...4305
Stuart-Lazarus
KAREN E. AHLES
S-18-81
2-27-87
7-23-87
9.018 Ac.

...4347
A.E. B.C.F. Corp
10-27-62
2 Ac.
...4338
K.L.B.P.E. Corp
7-17-65
2.8 Ac.
...5667
Anointed Ministries Inc
8-10-76
150 Ac.
...4359
P.H. Brehm
11-16-83
8.144 Ac.
...4340
The Gehen
7-
13.518 Ac.

...4336
F.A. Effler
3-17-78
12.518 Ac.
CONROY H E L R S

H N F.
William E. Conroy &
Ruth E.C. Poth
10-21-82
13.518 Ac.

Helen Aiken
Ministries Inc
2-14-78
3.50 Ac.
P.H. Brehm
11-16-83
3.50 Ac.
Wm. R. Jr. & May L. Mc. Corkle
7-5-72
13.518 Ac.

...4359
P.H. Brehm
11-16-83
8.144 Ac.
...4340
The Gehen
7-
13.518 Ac.

McCUTCHEON

...1937
Board of Education
B-4-65
29.344 Ac.
CHAPELFIELD ROAD

IMPERIAL RISE
ARMOR HILL DRIVE
CANFORD CT.
EXTON CT.
HIGHBURY CRESCENT
ANTICLIFF CT.
N-160-FF
HIGBURY CRESCENT
ANTICLIFF CT.
HIGBURY CRESCENT
RD.
NO. 3

CHAPELFIELD ROAD
DRIVE
RUGBY LANE
WATLING ROAD
RUGBY CT.
RUGBY LANE
RUGBY CT.
RUGBY LANE

CHAPELFIELD
IMPERIAL
RUGBY CT.
RUGBY LANE
RUGBY CT.
RUGBY LANE
PLAT NO 4
SCOTTSBURY CT.
SCOTTSBURY CT.
RIDENOUR

BIG

ROAD

ROAD

NO. 3

RIDENOUR

200 SOUTH HAMILTON ROAD
GAHANNA, OHIO 43230-2996



(614) 471-6009 Fax (614) 337-4381
Web Site: www.gahanna.org

August 28, 2000

Ms. Emmy Urban
533 Johnstown Road
Gahanna, OH 43230

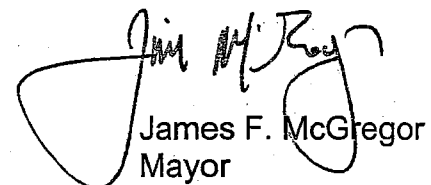
Dear Ms. Urban:

I have read our Director of Public Service's response to you regarding water. The only alternative that I can think of that might be available to you would be a scenic easement. (The purpose of a scenic easement is to preserve the beauty of a fine residential area, such as yours.) This alternative may be something you are not in the least bit interested in, or it could be something that Council would not be willing to grant, but it is an idea I thought I would share with you.

A number of years ago, a resident who lived on Ridenour Road, John Hare, needed to obtain water from the City. However, Mr. Hare could not afford it. In that case, Mr. Hare sold the City a scenic easement on his property for the price of the water. A scenic easement means that the property can not be re-zoned. It can continue to be what it is; a fine single-family home. But the zoning could not be changed nor could that home ever be turned in to any sort of business. On the one hand, the plans of the City envision the homes in your area as staying anyway. It is not our intent to grant any zoning changes in that area. Recently, one was turned down on Rt. 62 at Cherrybottom on the east side of the road. However, people do have a right to apply and to attempt to change their zoning. Should you grant the City a scenic easement, you would no longer own the right to attempt to change your zoning. That right would be owned by the City.

Thank you so much for letting me know your concern. These are the only two alternatives I can think of – either paying the full amount or selling a scenic easement to the City. Should you be interested in selling the scenic easement to the City, please call me at 471-2563 or e-mail me at jmcgregor@gahanna.com.

Sincerely,



James F. McGregor
Mayor

JFM/psf

200 SOUTH HAMILTON ROAD
AHANNA, OHIO 43230-2996



(614) 471-6009 • Fax (614) 337-4381
Web site: www.gahanna.org

August 16, 2000

MS EMMY URBAN
533 EAST JOHNSTOWN ROAD
GAHANNA OH 43230

Dear Ms. Urban:

This is in response to your recent correspondence to the City of Gahanna regarding water service to your home. As I'm sure you are aware, the construction of the water service line from the water main on the east side of Johnstown Road to your house is the responsibility of the property owner. Also, I should point out that since the service line will be over 100 feet in length, the service line will need to be no less than one inch to provide adequate pressure to your house.

The fees, paid to the City of Gahanna for water service is based upon a 150-foot frontage and a one-inch tap, are as follows:

Front footage 145' x \$30/foot	\$4,350
System capacity fee - 1' tap	2,500
Meter	180
Permit and inspection	80
Estimated Total:	<u>\$7,110</u>

As the property owner, you will need to hire a plumber and/or water contractor to install the service line to your house. It will be the contractor's responsibility to bore under Johnstown Road and tap the municipal city water service.

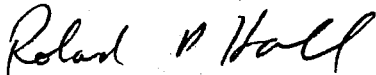
Estimates from appropriate contractors must be obtained by the property owner. The cost of around \$1,500 to \$2,000 mentioned in your correspondence that your neighbors paid in the past, must have been several years ago and it would also appear that their service lines were much shorter than the 100+ foot line you will require.

The city has no finance or payment plans available for connecting a residential water service. There is a legal process where by the cost may be added to your property taxes as a lien. This is a lengthy process and only part of the cost is allowable. Also, interest is added to the tax payment.

Ms. Emmy Urban
August 16, 2000
Page 2

It is assumed that your sewer system is satisfactory, as it was not mentioned in your memo. Please call me at 471-6917 if we can be of further assistance.

Sincerely,



Roland P. Hall
Director of Public Service

Cc: James F. McGregor, Mayor
Karl Wetherholt, City Attorney
George Jackson, Water Resources Engineer

James F. McGregor

From: Emmy Urban [Emmy@dsc.org]
Sent: Wednesday, September 20, 2000 12:36 PM
To: Jim McGregor; Jim McGregor
Subject: Scenic Easement

Dear Mr. McGregor:

We thank you for your letter dated August 28, 2000 and appreciate the information about the scenic easement to the City. Also I apologize for not responding sooner but we have been very busy especially at our work place.

Mark and I are interested in selling the scenic easement to the City and would like to know the specifics regarding the easement. It would be better to e-mail me at Emmy@dsc.org which is my employment, we are not home during the day.

Yours truly,
Emmy Urban

James F. McGregor

From: Emmy Urban [Emmy@dsc.org]
Sent: Friday, August 04, 2000 12:35 PM
To: TJordan@gahanna.org
CC: Jim McGregor
Subject: City Water

We have moved recently into Gahanna and are glad we decided to. Our neighbors are very friendly and helpful. We currently have well water and would like to receive city water. My husband and I have contacted your water department and found out much to our dislike that it would cost us nearly \$8,000.00 to connect into the city water. When we called the individual which handles that department she gave us a list of contractors which we called and they were either out of business or would not return our calls which puzzled us even more.

Having lived in Gahanna for less than a year and talking with our neighbors, they mentioned when they had there city water installed it cost them around \$1,500 to \$2,000. When we told them how much it would cost us they could not believe the amount.

The purpose of this letter is to see if there are any options or finance plans that are available to us. If we owned the house when the initial water lines were installed we would of done so. I would appreciate any suggestions you can offer.

Sincerely,

Emmy PW Urban